

Contracting Officer's Representative (COR)
Designation/Appointment

4200
N61340-12-D-0003
05 March 2012

From: Contracting Officer, Joseph Liberatore
To: Mrs. Jennifer Bell, Code 1.3.1.9

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION/
APPOINTMENT FOR CACT C-40A PILOT N61340-12-D-0002

Ref: (a) COR Nomination, NAVAIR Letter 4200 Dated 16 February 2012

Encl: (1) COR Designation/Appointment

1. Reference (a) was completed to nominate you as the COR for CACT C-40A PILOT N61340-12-D-0002.

2. I have reviewed the referenced nomination. In accordance with applicable COR policy, enclosure (1) is hereby provided to formally designate/appoint you as my authorized representative and assign you specific functions/duties.

3. Please sign enclosure (1) to accept this designation/appointment and make the required affirmations and certifications relating to your role as COR. If you have any questions, please contact me.



Joseph Liberatore
Contracting Officer

Copy to:

Michael Merritt, Code 1.3.1

Jennifer Bell, Code 1.3.1.9

Chuck Hagan, Training Center Mgr, Flight Training International, Inc.

Attachment (2)
to N61340-12-D-0002

Contracting Officer's Representative (COR)
Designation/Appointment Sample

A.	Procurement Information	
A.1.	Description Enter a brief description of the procurement action. Details may be included as an attachment.	See Attachment (1)
A.2	Identification No. Insert the Purchase Request #, Procurement Initiation Document #, Solicitation #, or Contract/Delivery Order/Contract Line Item #.	CACT C-40A Pilot N61340-12-D-0002
A.3	Product/Service Code (PSC) Insert the applicable Product/Service Code. See the Product and Service Codes Manual dated Aug 2011.	S10

B.	Points of Contact	Name/Code	Phone	E-mail
B.1.	Procuring Contracting Officer	Joseph Liberatore	(407) 380- 4281	joseph.liberatore@navy.mil
B.2.	COR Nominating Official/Manager/Supervisor	Michael Merritt	(407) 380- 4595	mike.merritt@navy.mil
B.3.	COR Nominee	Jennifer Bell	(407) 380- 8208	jennifer.e.bell@navy.mil
B.4.	COR Nominee Manager/Supervisor (if different from the Nominating Official)			

C.	Category Mark one of the categories below.	
	<input checked="" type="checkbox"/> Type A	Fixed-price requirements without incentives, low performance risk. Attributes of such requirements might include: lack of technical or administrative complexity, no identifiable risk factors; limited requirement for technical expertise, low likelihood of modification, effort is a follow-on to an existing contract. COR functions/duties are generally limited to minimal technical and/or administrative monitoring of the contract.
	<input type="checkbox"/> Type B	Other than fixed-price requirements without incentives, other than low performance risk. Attributes of such requirements might include: the nature of the work is more complex, effort will be performed in multiple locations, contract contains incentive arrangements or cost sharing provisions, contract is cost-type of Time and Materials/Labor Hour type or Fixed Price Level of Effort. COR functions/duties are of increased complexity.
	<input type="checkbox"/> Type C	Unique contract requirements that necessitate a professional license, higher education or specialized training beyond the Type B requirements. Such requirements might include, for example, environmental remediation, specialized functions relating to major weapons systems (e.g. security), medical/dental/veterinarian services, etc. COR functions/duties are of increased complexity.

Contracting Officer's Representative (COR)
Designation/Appointment Sample

D.	COR Functions/Duties * Enter the functions/duties to be assigned to the COR or include as an attachment. Ensure functions/duties assigned to the COR do not overlap with those delegated to the contract administration office.
	*As outlined in communiqué 12-21, functions/duties assigned to the COR should only be those that are not being performed by DCMA and that are inherent to the PCO (e.g., surveillance). Functions/duties that are NOT inherent to the PCO should be assigned to a Technical Point of Contact (TPOC) by the requiring activity (e.g., base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), etc.). Also, ensure adequate separation of duties in accordance with NMCARS 5203.101, Standards of Conduct, so that a single individual does not have sole authority or control of initiation of requirements and also receipt, inspection, and acceptance of supplies and/or services.
	See Attachment (2)

E.	Designation/Appointment In accordance with applicable COR policy, I hereby designate the COR nominee identified in Part B.3. as the Contracting Officer's Representative for the procurement identified in Part A. The functions/duties outlined in Part D. are hereby assigned for performance during the period of performance of this contract. I have reviewed the summary of experience and training for the COR nominee and consider the nominee to be qualified to perform the assigned functions/duties. The authority delegated herein is limited to the functions/duties outlined in Part D. This authority is not re-delegable or sub-delegable and the performance of assigned COR functions/duties may not be assigned to another individual. By signature in Part F., the COR affirms understanding of the following: 1) standards of conduct/personal conflicts of interest and separation of duties, (2) limitations on his/her authority, (3) he/she may be personally liable for unauthorized acts; (4) he/she shall notify the PCO if he/she has any questions or issues regarding performance; (5) his/her authority is not re-delegable or sub-delegable and the performance of assigned COR functions/duties may not be assigned to another individual, (6) he/she shall complete the required refresher training and provide copies of the completion certificates to the PCO and COR coordinator; and (7) he/she has the responsibility to establish and maintain a COR file and make this file available for a yearly administrative review by the PCO.	
	Procuring Contracting Officer Signature	Date 05 March 2012

Contracting Officer's Representative (COR)
Designation/Appointment Sample

F.	COR Acceptance of Designation/Appointment <p>I hereby accept the designation/appointment to perform as the Contracting Officer's Representative. I am familiar with the technical and contractual aspects of the procurement and applicable COR policy. I am familiar with the functions/duties assigned to me in Part D and am qualified to perform them. I do not have any personal conflicts of interest and will adhere to the statutes and regulations government standards of conduct. I will avoid any conflict of interest or any appearance of a conflict of interest and ensure adequate separation of duties. If a conflict of interest or the perception of a conflict of interest develops, I will notify the PCO and the requiring activity immediately. I understand that my functions/duties will require close monitoring of the Contractor. I will maintain an arms-length relationship with contractor employees. I will not supervise Contractor employees or interfere with the manner in which the contractor assigns work or with the Contractor's relations with organized labor. During performance of my duties, I will report any observed fraud, waste or opportunities to improve performance or cost efficiency to the Contracting Officer. I am also familiar with FAR Part 37, Service Contracting, and will ensure this contract does not become a personal services contract.</p> <p>I understand the limitations on my authority and will not act in a manner that may be construed by the Contractor to change the contract price, quality, quantity, delivery, or any other term or condition. I understand that I may be personally liable for unauthorized acts. If I have questions or issues regarding the assigned duties and responsibilities, limitations on my authority, matters of a contractual nature, or am unable to perform my duties and responsibilities as assigned, I will immediately notify the PCO. I understand that I may not re-delegate or sub-delegate the authority granted by PCO or assign the performance of assigned COR functions/duties to another individual.</p> <p>I hereby agree to complete the required refresher training and provide copies of completion certificates to the PCO and COR coordinator. In addition, I hereby acknowledge my responsibility to maintain a COR file and understand that this file will be subject to a yearly administrative review by the PCO.</p> <table border="1" style="width: 100%;"><tr><td style="width: 70%;">COR Designee/Apointee Signature</td><td style="width: 30%;">Date</td></tr></table>	COR Designee/Apointee Signature	Date
COR Designee/Apointee Signature	Date		

G.	Summary of Attachments	
	Assign a number and title to each document being attached.	
	No.	Title
Attachment	(1)	CACT C-40A Pilot Description of Procurement
Attachment	(2)	COR Functions/Duties

Attachment (1)

CACT C-40A PILOT DESCRIPTION OF PROCUREMENT

- NAWCTSD Orlando has a requirement to support the Navy's Command Aircraft Crew Training (CACT) Program. The following training courses are required: C-40A Pilot Initial Course, C-40A Pilot Recurrent Course and C-40A Crew Chief Recurrent Course. A commercial, Firm Fixed Price (FFP) Requirements contract is anticipated with a 60-month period of performance commencing on or about 1 April 2012.
- This effort includes providing all labor, equipment, training facilities, tools, training materials, training devices, administration, supervision and other services necessary for training for Pilot and Crew Chief personnel of the Navy's C-40A (Boeing 737-700C Increased Gross Weight (IGW) configured for the U.S. Navy).
- To be noted: An increase in C-40A Aircraft is anticipated in the out-years. As new C-40A aircrafts are received, C-9 Squadrons will be converted into C-40A Squadrons.
- Courses are stand-alone in that no contractor pre-arrival training requirements of the trainee will be allowed. Courses may be existing commercial-off-the-shelf (COTS) training courses modified to meet specific requirements delineated herein. All training courses shall be taught in compliance with the C-40A Model Approved Training Syllabus (ATS).
- The contractor shall provide the following for all courses:
 - A Cockpit Familiarization Trainer/ (CFT-low-cost mockup) or equivalent higher order training device (e.g., simulator) depicting cockpit equipment controls for trainees to practice equipment identification, procedures and checklists.
 - For Pilot Initial Training, the contractor shall provide a Part Task Trainer (PTT) or higher order training device/simulator that depicts specific cockpit systems (e.g., avionics, electronics) and has student input and trainer system indications/responses (action-reactions capability).
 - The contractor shall provide for courses where identified a Boeing 737-700 or 800 flight simulator whose performance capabilities minimally meets all training and flight requirements defined in 14 CFR Part 121 and 61. The simulator(s) shall be certified Level "C" or higher under FAA Advisory Circular 120-40. All required capabilities of 14 CFR Part 121 and 61, and FAA Advisory Circular 120-40 shall remain in full force and effect for the duration of the contract period of performance. The contractor is required to advise the C-40A Model Manager, Commander Naval Air Reserve Force Program Manager, and COR in writing of any changes in FAA simulator certifications/re-certifications, upgrades, modifications, or changes that may impact on simulator capabilities. Each simulator shall have freeze/reset capability. The contractor shall be responsible for providing simulator maintenance to insure device availability. All flight simulator training periods should be geared to "flight training", vice "check flights".

Attachment (2)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) DUTIES

The following duties are general and not totally inclusive as some contracts may require more specific requirements.

1. As COR, you would be authorized and responsible for furnishing technical information to the contractor and for monitoring contract performance in order to assure compliance with the contract terms and provisions.
2. Make yourself familiar with 5 CFR Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch. If you become aware of a conflict of interest, notify the Procuring Contracting Officer (PCO) and me immediately.
3. Your duties will require close surveillance of the contractor; however, you must take extreme care to avoid supervising the contractor's employees. It is important you read and understand FAR Part 37, Service Contracting, so your actions do not lead to the contract becoming or appearing to be a vehicle for personal services. You must not interfere with how the contractor assigns work or with the contractor's relationship with organized labor. It is of utmost importance that your relationship with the contractor be entirely above reproach. The PCO will make available to you a copy of the contract to read and will answer any contractual questions you may have.
4. You are reminded not to act in any manner that may be construed by the contractor to represent the issuance of direction contrary to the terms or conditions of the contract. If the contractor suggests or indicates this intent, you must promptly advise the contractor to the contrary and inform the contracting officer of the circumstances. The COR duties you have been nominated to perform cannot be delegated by you to any other person.
5. Your specific duties will be as follow:
 - a. Work cooperatively with members of the acquisition team;
 - b. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
 - c. Understand your role and responsibilities in the Past Performance Information Retrieval System (PPRIS) / Contractor Performance Assessment Reporting System (CPARS) process to include maintaining documentation that supports the PPRIS/CPARS assessments;
 - d. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government;
 - e. Pay particular attention to the timely review of invoices;
 - f. Obtain refresher training as required or as required by the PCO;

Attachment (2)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) DUTIES

g. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:

- (1) Any violation of or deviation from the technical requirements of the contract or order;
- (2) Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
- (3) Any contractor request for changes to the contract;
- (4) Issues that require clarification or resolution;
- (5) Inconsistencies between invoiced charges and performance.
- (6) Conditions requiring a replacement for you as COR.

h. Ensure the contract does not become a vehicle for personal services as described in FAR Part 37, Service Contracting;

i. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.

6. The preceding list of duties is not intended to be all inclusive. If specific situations arise that you think require contractual attention, do not hesitate to inform the contracting officer.

7. Failure to adhere to the guidelines or to perform assigned duties may result in your removal as COR.

Alternate Contracting Officer's Representative (ACOR)
Designation/Appointment

4200
N61340-12-D-0003
05 March 2012

From: Contracting Officer, Joseph Liberatore
To: Ms. Rachel Perry, Code 1.3.1.9

Subj: ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)
DESIGNATION/APPOINTMENT FOR CACT C-40A PILOT N61340-12-D-
0002

Ref: (a) ACOR Nomination, NAVAIR Letter 4200 Dated 21 February 2012

Encl: (1) ACOR Designation/Appointment

1. Reference (a) was completed to nominate you as the ACOR for CACT C-40A PILOT N61340-12-D-0002.

2. I have reviewed the referenced nomination. In accordance with applicable ACOR policy, enclosure (1) is hereby provided to formally designate/appoint you as my authorized representative and assign you specific functions/duties.

3. Please sign enclosure (1) to accept this designation/appointment and make the required affirmations and certifications relating to your role as ACOR. If you have any questions, please contact me.



Joseph Liberatore
Contracting Officer

Copy to:

Michael Merritt, Code 1.3.1

Rachel Perry, Code 1.3.1.9

Chuck Hagan, Training Center Mgr, Flight Training International, Inc.

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B.	Points of Contact	Name/Code	Phone	E-mail
B.1.	Procuring Contracting Officer	Joseph Liberatore	(407) 380- 4281	joseph.liberatore@navy.mil
B.2.	ACOR Nominating Official/Manager/Supervisor	Michael Merritt	(407) 380- 4595	mike.merritt@navy.mil
B.3.	ACOR Nominee	Rachel Perry	(407) 380- 8205	rachel.perry@navy.mil
B.4.	ACOR Nominee Manager/Supervisor (if different from the Nominating Official)			

C.	Category Mark one of the categories below.	
	<input checked="" type="checkbox"/> Type A	Fixed-price requirements without incentives, low performance risk. Attributes of such requirements might include: lack of technical or administrative complexity, no identifiable risk factors; limited requirement for technical expertise, low likelihood of modification, effort is a follow-on to an existing contract. ACOR functions/duties are generally limited to minimal technical and/or administrative monitoring of the contract.
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Designation/Appointment

[illegible]

E.	Designation/Appointment		
	<p>In accordance with applicable ACOR policy, I hereby designate the ACOR nominee identified in Part B.3. as the Contracting Officer's Representative for the procurement identified in Part A. The functions/duties outlined in Part D. are hereby assigned for performance during the period of performance of this contract. I have reviewed the summary of experience and training for the ACOR nominee and consider the nominee to be qualified to perform the assigned functions/duties. The authority delegated herein is limited to the functions/duties outlined in Part D. This authority is not re-delegable or sub-delegable and the performance of assigned ACOR functions/duties may not be assigned to another individual.</p> <p>By signature in Part F., the ACOR affirms understanding of the following: 1) standards of conduct/personal conflicts of interest and separation of duties, (2) limitations on his/her authority, (3) he/she may be personally liable for unauthorized acts; (4) he/she shall notify the PCO if he/she has any questions or issues regarding performance; (5) his/her authority is not re-delegable or sub-delegable and the performance of assigned ACOR functions/duties may not be assigned to another individual, (6) he/she shall complete the required refresher training and provide copies of the completion certificates to the PCO and ACOR coordinator; and (7) he/she has the responsibility to establish and maintain a ACOR file and make this file available for a yearly administrative review by the PCO.</p>		
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Alternate Contracting Officer's Representative (COR)
Designation/Appointment

F.	ACOR Acceptance of Designation/Appointment <p>I hereby accept the designation/appointment to perform as the Alternate Contracting Officer's Representative. I am familiar with the technical and contractual aspects of the procurement and applicable ACOR policy. I am familiar with the functions/duties assigned to me in Part D and am qualified to perform them. I do not have any personal conflicts of interest and will adhere to the statutes and regulations government standards of conduct. I will avoid any conflict of interest or any appearance of a conflict of interest and ensure adequate separation of duties. If a conflict of interest or the perception of a conflict of interest develops, I will notify the PCO and the requiring activity immediately. I understand that my functions/duties will require close monitoring of the Contractor. I will maintain an arms-length relationship with contractor employees. I will not supervise Contractor employees or interfere with the manner in which the contractor assigns work or with the Contractor's relations with organized labor. During performance of my duties, I will report any observed fraud, waste or opportunities to improve performance or cost efficiency to the Contracting Officer. I am also familiar with FAR Part 37, Service Contracting, and will ensure this contract does not become a personal services contract.</p> <p>I understand the limitations on my authority and will not act in a manner that may be construed by the Contractor to change the contract price, quality, quantity, delivery, or any other term or condition. I understand that I may be personally liable for unauthorized acts. If I have questions or issues regarding the assigned duties and responsibilities, limitations on my authority, matters of a contractual nature, or am unable to perform my duties and responsibilities as assigned, I will immediately notify the PCO. I understand that I may not re-delegate or sub-delegate the authority granted by PCO or assign the performance of assigned ACOR functions/duties to another individual.</p> <p>I hereby agree to complete the required refresher training and provide copies of completion certificates to the PCO and ACOR coordinator. In addition, I hereby acknowledge my responsibility to maintain a ACOR file and understand that this file will be subject to a yearly administrative review by the PCO.</p> <table border="1" style="width: 100%;"><tr><td style="width: 70%;">ACOR Designee/Apointee Signature</td><td style="width: 30%;">Date 05 March 2012</td></tr></table>	ACOR Designee/Apointee Signature	Date 05 March 2012
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G.	Summary of Attachments		
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ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR) DUTIES

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